

**IOWA DEPARTMENT OF TRANSPORTATION
ADDENDUM to
Agreement 2008-16-132 for an Interstate Highway Improvement Project**

Recipient: Ankeny, Iowa

County: Polk

Project Number: IM-35-4(125)92--13-77 (PE)
IMN-35-4(136)92--0E-77 (ROW)
IM-35-4(138)94--13-77 (Bridge Rep.)
IM-35-4(165)94--13-77 (Grading)

Agreement Number: 2008-16-132A

Staff Action Number: _____

This addendum is entered into by and between the city of Ankeny, Iowa (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) in accordance with Iowa Code Sections 28E.12 and 306A.7 or 307.44.

Witnesseth; that

Whereas, the Recipient in joint cooperation with the Department, proposes to establish or make improvements to a primary highway; and

Whereas, the Recipient and the Department previously entered into Agreement 2008-16-132, which was signed by the Recipient and Department on July 6 and July 21, 2009 respectively, for construction of the following project; and

Whereas, this addendum reflects the current concept of the project; and

Now, therefore, it is agreed as follows:

1. Subsequent to execution of the Agreement 2008-16-132, it was discovered that the costs for Division 2 were not included in agreement. Therefore, Agreement 2008-16-0132 is hereby amended to include the costs for Division 2 as shown on Exhibit A attached hereto and by this reference made a part hereof. The Division 2 costs include the costs associated with placing of the following utilities across the interstate right-of-way:
 - A new 16" water main extension in a 30" casing for the City of Ankeny.
 - A joint utility trench which will include utility conduits for the City of Ankeny, Ankeny School District Fiber Optic Networks, MidAmerican Energy, Qwest Communications, and Iowa Network Services. The costs associated with the franchise utility facilities will be reimbursed to the City of Ankeny by separate agreement.

All other utility work will be regarded as a project cost in accordance with Agreement 2008-16-132.

2. The Recipient shall be responsible for an estimated \$209,420 for its share of the project costs.

3. Payment from the Recipient will be made upon completion of construction and proper billing by the Department and will be determined by the actual quantities in place and the accepted bid at the contract letting.
4. If any part of this addendum is found to be void and unenforceable then the remaining provisions of this addendum shall remain in effect.
5. This addendum is not assignable without the prior written consent of the Department.
6. It is the intent of both parties that no third party beneficiaries be created by this addendum.
7. In case of dispute concerning the terms of this addendum, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
8. This addendum shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
9. This addendum, as set forth in the paragraphs above and the referenced exhibits; as well as the unaffected provisions of previously executed Agreement 2008-16-132, constitutes the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Department and Recipient.

In witness whereof, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City of Ankeny, Iowa:

By: _____ Date _____, 20____.

Title: _____

I, _____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City,

on the ____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Ankeny, Iowa

Iowa Department of Transportation:

By: _____ Date _____, 20____.

Scott A. Dockstader
District 1 Engineer

EXHIBIT A

IM-35-4(165)94-13-77 GRADING AND RO-CULVERT REPLACEMENT - TRIPLE BOX I-35 and NE 35th Street Interchange Polk County and City of Ankeny, Iowa

Engineer's Opinion of Probable Construction Cost (in 2011 dollars), Final Design - Final Plans
DIVISION 2 BID ITEMS ONLY
HR Green - August 26, 2010

ITEM NO.	ITEM CODE	ITEM	UNIT	UNIT PRICE	QUANTITIES			COST		
					DIVISION 1	DIVISION 2	TOTAL	DIVISION 1	DIVISION 2	TOTAL
					IOWA DOT & CITY OF ANKENY	CITY OF ANKENY		IOWA DOT & CITY OF ANKENY	CITY OF ANKENY	
		ROADWAY ITEMS								
66	2999-2999000	HANDHOLE - JOINT UTILITY TRENCH	EACH	\$ 1,300.00		3	3	\$ -	\$ 3,900	\$ 3,900
66	2999-2999000	UTILITY SUPPORT	EACH	\$ 1,500.00		3	3	\$ -	\$ 4,500	\$ 4,500
71	2999-2999009	CONDUIT, HDPE, SDR 13.5, 2", BLUE	LF	\$ 1.43	1200	1,200	2400	\$ 1,680	\$ 1,680	\$ 3,360
72	2999-2999009	CONDUIT, HDPE, SDR 13.5, 2", GREEN	LF	\$ 1.15		1,200	1,200	\$ -	\$ 1,380	\$ 1,380
73	2999-2999009	CONDUIT, HDPE, SDR 13.5, 2", ORANGE	LF	\$ 1.35		3600	3600	\$ -	\$ 4,860	\$ 4,860
74	2999-2999009	CONDUIT, HDPE, SDR 17.4", BLACK	LF	\$ 4.43		1,200	1,200	\$ -	\$ 5,280	\$ 5,280
75	2999-2999009	CONDUIT, HDPE, SDR 17.4", BLACK	LF	\$ 6.80		1,200	1,200	\$ -	\$ 8,160	\$ 8,160
76	2999-2999009	CONDUIT, PVC, SCH 40, 4" WHITE	LF	\$ 3.55		1,200	1,200	\$ -	\$ 4,260	\$ 4,260
77	2999-2999009	JOINT UTILITY TRENCH, TYPE 1, TRENCHED	LF	\$ 25.00		880	880	\$ -	\$ 22,000	\$ 22,000
78	2999-2999009	JOINT UTILITY TRENCH, TYPE 2, TRENCHLESS	LF	\$ 75.00		440	440	\$ -	\$ 33,000	\$ 33,000
79	2999-2999009	STEEL CASING PIPE, TRENCHED, 30"	LF	\$ 220.00		540	540	\$ -	\$ 118,800	\$ 118,800
OPINION OF PROBABLE CONSTRUCTION COST								\$ 2,579,774	\$ 209,420	\$ 3,189,194